

AG. CONTRACT NO. KR87-2587

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE FLOOD CONTROL DISTRICT OF PIMA COUNTY

01-04-A-109074-0987

SB-986-919

Tanque Verde Loop Road @ Tanque Verde Wash

THIS AGREEMENT, entered into this 26th day of October, 1987, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the PIMA COUNTY FLOOD CONTROL DISTRICT, hereinafter called "DISTRICT".

WHEREAS, STATE is charged by Arizona Laws 1985, Chapter 332, (S.B. 1127), Thirty-Seventh Legislature, First Regular Session to administer funds appropriated for bridge replacement, needed because of extensive flooding and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned the authority to execute this Agreement on behalf of STATE; and

WHEREAS, DISTRICT was designated in said Chapter 332 (S.B. 1127) to receive part of said funds for bridge replacement, hereinafter designated, and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of DISTRICT; and

WHEREAS, both parties wish to set forth their respective responsibilities and the guidelines to fulfill the mandate of said chapter.

WHEREAS, the work embraced by this Agreement and the maximum amount to be billed is as follows: NEW BRIDGE CONSTRUCTION.

Maximum to be billed to State	\$7,600,000
State Funds @ 50%	3,800,000
Pima County Funds @ 50%	3,800,000

NOW THEREFORE, the parties hereto covenant and agree as follows:

DISTRICT SHALL:

1. Have the option of either using its own engineering staff to design the new bridge, hereinafter designated or to employ a consulting engineer or engineering firm to design it. If a consulting engineer or engineering firm is utilized, STATE shall be advised of the firm selected and the starting date of the contract.

2. Call for bids and award a construction contract for the project to the successful bidder, and advise STATE as to the successful bidder.

NO. 18509	
FILED WITH SECRETARY OF STATE	
Date Filed	10-26-87
<i>[Signature]</i>	
Secretary of State	

3. Administer and oversee the construction contract, assuring that the project is built according to Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, or Standard Specifications adopted by County or other approved construction standards.

4. Upon completion of construction of the project, certify to STATE that the project was constructed under the supervision of a registered professional engineer and in accordance with the approved plans and specifications and that DISTRICT has accepted the project. Thereafter, DISTRICT shall have the maintenance responsibility.

5. Submit monthly billings to STATE's Local Government Services Urban Highway Section, Highways Division for payment of not more than 50 percent (50%) of the cost of construction, including the necessary incidentals of investigation, design, essential right-of-way acquisition, diking and site preparation. The maximum amount which STATE may reimburse is, THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000).

6. Provide matching funds of at least 50 percent (50%) of the cost of the project. It is understood that should the above amounts not cover the entire 50 percent (50%) of the cost of the project, DISTRICT shall pay any amount needed in excess of an in addition to the 50 percent (50%) set out herein in order to assure the completion of the project.

7. Document all costs related to the construction of the project and shall make its accounting records available for audit by STATE agents or employees at all reasonable hours.

STATE SHALL:

1. Make payments only from the funds allocated by and according to the terms of said chapter and section of the above cited law.

2. Monitor expenditures and audit the accounting records of DISTRICT to make certain that payments to DISTRICT do not exceed the specified limitations.

THIS Agreement shall remain in full force and effect until the work herein embraced has been completed in accordance with the terms of this Agreement; provided, however, that this Agreement may be cancelled in whole or in part at any time prior to commencement of construction of the above-enumerated project upon 30 days written notice to the other party; and further provided that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

All parties acknowledge that this Agreement is subject to availability of appropriated funds. Should such funds not be available, this Agreement shall terminate with no further obligation by the STATE.

All parties hereto acknowledge that this Agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may rise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

THIS Agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of STATE'S resolution authorizing entry into this Agreement, a copy of the DISTRICT'S resolution passed by its Board of Directors, a copy of the written determination of the appropriate attorney that DISTRICT is authorized under the laws of this STATE to enter into this Agreement and that said Agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

STATE OF ARIZONA \_\_\_\_\_

By: STATE ENGINEER

By: *A. J. Judd*  
Chief Deputy State Engineer

ATTEST:

STATE OF ARIZONA )  
COUNTY OF MARICOPA ) SS.

On this the 21<sup>st</sup> day of October, 1987, before me, Janette Sutter, the undersigned Notary Public, personally appeared A. J. Judd, Chief Deputy State Engineer, Arizona Department of Transportation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

*Janette Sutter*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires Nov. 19, 1988

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT:

By: *William H. Howell*  
Acting Director

BOARD OF SUPERVISORS

By: PIMA COUNTY ARIZONA

Governing Body

By: *Sam Lane*

Title: CHAIRMAN BOARD OF SUPERVISORS

SEP 01 1987

ATTEST:

*Jane S. Williams*  
CLERK, BOARD OF SUPERVISORS

STATE OF ARIZONA )  
COUNTY OF ) SS.

On this the 1<sup>st</sup> day of SEPTEMBER, 1987, before me, JANE S. WILLIAMS, the undersigned Notary Public, personally appeared SAM LANE, of the CHAIRMAN BOARD OF SUPERVISORS known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

*Jane S. Williams*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires January 6, 1989

PREAUDITED IN ACCORDANCE  
WITH A.O.T. PROCEDURES

BY: F12  
EXTERNAL AUDIT SECTION



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

AGREEMENT  
between public agencies, has been reviewed pursuant to A.R.S.  
§ 11-952, as amended, by the undersigned Assistant Attorney  
General who has determined that it is in the proper form and is  
within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the  
remaining parties, other than the State or its agencies, to  
enter into said agreement.

DATED this 24 day of September, 1987.

ROBERT K. CORBIN  
Attorney General

Joe Aronson  
Assistant Attorney General  
Transportation Division

3658G

RECEIVED

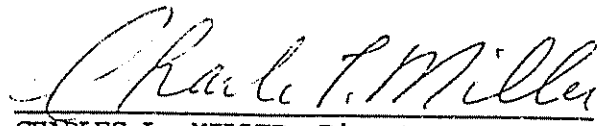
OCT 07 1987

URBAN HIGHWAY SECTION

## RESOLUTION

Be it resolved on this, the 16th day of September, 1987, that I, CHARLES L. MILLER, as Director, Arizona Department of Transportation, have considered and pursuant to A.R.S. 28-103, it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through its Highways Division, enter into an Intergovernmental Agreement with PIMA COUNTY for Project No. SB-986-919.

The work entails construction of a new bridge.

  
CHARLES L. MILLER, Director  
Arizona Department of Transportation



RESOLUTION AND ORDER NO. 1987-FC23

RESOLUTION OF THE PIMA COUNTY BOARD OF DIRECTORS, APPROVING  
AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA  
COUNTY FLOOD CONTROL DISTRICT AND THE STATE OF ARIZONA,  
WHICH AGREEMENT PROVIDES FOR THE REPLACEMENT OF THE BRIDGE  
ON TANQUE VERDE LOOP ROAD AT TANQUE VERDE WASH, IN PIMA COUNTY,  
ARIZONA.

WHEREAS, it is deemed to be in the public interest to establish an  
agreement with the State of Arizona for the replacement of the bridge on  
Tanque Verde Loop Road at the Tanque Verde Wash in Pima County, Arizona,  
pursuant to the provisions of Title 23, United States Code, Section 101  
et seq. (Title 23, Section 110).

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED, AND CARRIED, BE IT  
RESOLVED:

THAT Pima County Flood Control District enter into an Agreement with  
the State of Arizona to set forth the general terms and conditions for the  
replacement of the bridge on Tanque Verde Loop Road at the Tanque Verde,  
Wash in accordance with the attached Agreement.

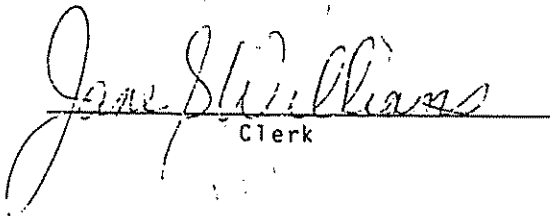
THAT the Chairman of the Board of Directors is hereby instructed and authorized to sign the said Agreement for the Pima County Flood Control District, Board of Directors, for the replacement of the bridge on Tanque Verde Loop Road at the Tanque Verde Wash.

PASSED, ADOPTED AND APPROVED this 1<sup>st</sup> day of September, 1987.

PIMA COUNTY FLOOD CONTROL DISTRICT  
BOARD OF DIRECTORS

  
CHAIRMAN

ATTEST:

  
Clerk

APPROVED AS TO FORM:

  
Deputy County Attorney

DETERMINATION

I have reviewed the proposed Agreement between the State of Arizona and Pima County Flood Control District, which Agreement provides for the replacement of the bridge on Tanque Verde Loop Road at Tanque Verde Wash, in Pima County, Arizona.

I have determined that the said proposed Agreement is in the proper form and is within the powers and authority granted to Pima County and its agencies under the laws of the State of Arizona.

Dated this 5<sup>th</sup> day of august, 1987

Stephen D. Neely  
Pima County Attorney

By: John R Neubauer  
Deputy County Attorney